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#### Contract Database Metadata Elements

Title: **Williamsville, Village of and Village of Williamsville Department of Public Works / Water Unit, New York State Council 66, AFSCME, Local 1783-C (1998)**

Employer Name: **Williamsville, Village of**

Union: **Village of Williamsville Department of Public Works / Water Unit, New York State Council 66, AFSCME**

Local: **1783-C**

Effective Date: **06/01/98**

Expiration Date: **05/31/03**

PERB ID Number: **7796**

Unit Size: **12**

Number of Pages: **40**

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Williamsville, Village Of And Council  
66 Local 1783-C (Dpw/Water Unit)

# AGREEMENT

BETWEEN

**AFSCME N.Y. COUNCIL 66, LOCAL 1783-C**  
**(Village of Williamsville D.P.W. Employees' Union)**

and

**VILLAGE OF WILLIAMSVILLE**

**JUNE 1, 1998 - MAY 31, 2003**



NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
**RECEIVED**

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OFFICE OF THE CHAIR

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THIS AGREEMENT, made this            day of June 1998, by and between Basil J. Piazza, as Mayor of the Village of Williamsville, on behalf of the Board of Trustees of the Village of Williamsville, hereinafter referred to as the "Board" and the American Federation of State, County and Municipal Employees, AFL-CIO, New York State Council 66 and its affiliated Local 1783-C, hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering wages and terms and conditions of employment to be observed between the parties hereto.

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and, therefore, agree that negotiations will not be opened on any item whether contained herein or not until a new contract is negotiated.

NOW, THEREFORE, it is mutually agreed as follows:

## ARTICLE 1

### Section 1.01 Recognition

The Board recognized the Union as the "exclusive" bargaining agent for all permanent hourly personnel in the Department of Public Works and the Water Department, excluding all temporary,

part-time and seasonal employees. Such recognition shall be for the period allowed by law.

## ARTICLE 2

### Section 2.01 Dues Check Off and Authorization

Upon the written request of an employee, on a form provided by the Union, the Board will deduct from the salary of its employees such amounts for membership dues, and said sums will be promptly transmitted to the Union.

The employer shall notify the Union in the event it hires any new employees. The notification shall state the employee's name, address and job classification. That said notice shall be submitted to the Union within thirty (30) days after the date of hire.

## ARTICLE 3

### Section 3.01 Management's Rights

The Board reserves the exclusive right to manage the business of the Village and to direct the employees in the discharge of their duties, subject to the terms of this Agreement. The right to manage and direct the employees includes the right to hire, suspend

or discharge for proper cause in accordance with the applicable laws, the apportionment of the working force and the right to control the Village's property.

#### ARTICLE 4

##### Section 4.01 Savings Clause

Should any provision of this Agreement be found to be in violation of any federal, state or local law or ordinance by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the Duration of this Agreement. If any such provision of this contract shall be declared to be contrary to law, the parties shall meet forthwith to negotiate a substitute provision.

#### ARTICLE 5

##### Section 5.01 Wages

- (a) All employees covered by this Agreement shall be paid pursuant to and consistent with the schedule set forth in Appendix "A", "B", and "C", "D" and "E" of this Agreement.
- (b) Effective June 1, 2001, all employees covered by this Agreement shall receive a three hundred (\$300.00) dollars bonus.



### Section 5.02 Longevity Payments

All employees who have completed five (5) years or more of employment with the Village of Williamsville shall receive longevity payments as follows on the anniversary date of his/her employment and each succeeding year thereafter throughout the employees service with the employer. The distribution of the longevity payment shall be made on the first pay day of November in the form of a separate check.

<u>Years of Service</u>	<u>Amount</u>
5 - 10 years	\$225.00
10 - 15 years	\$325.00
15 - 20 years	\$425.00
20 years and over	\$525.00

### Section 5.03 Paychecks

(a) Paychecks for all employees shall be distributed on the same day every other week. If such day is a holiday, paychecks will be distributed on the day before the holiday.

(b) Each pay period will end every Saturday at Midnight, with the paychecks to be distributed on Wednesday.

## ARTICLE 6

### Section 6.01 Health Insurance

(a) The Village of Williamsville will pay the full premium for the Independent Health Encompass Plus (Silver) Plan with a seven dollar (\$7.00) co-pay prescription.

(b) The Village of Williamsville will continue to provide the Blue Cross/Blue Shield Health Plan and shall provide the following:

#### Hospital Contract

Standard Hospital 42/43

#### Hospital Riders

R-45 Hospital Cosmetic Surgery  
R-47 Hospital Waiver of Waiting  
R-48 Out-of-Area Hospital Benefit

#### Medical Contract

Select Contract 60/61

#### Medical Riders

R-21 Psychiatric Care  
R-45 Medical Cosmetic Surgery  
R-47 Medical Waiver of Waiting  
R-48 Out-of-Area Medical Benefit

#### Major Medical Riders

BCMM-7 Rider FE \$50 Deductible

#### Drug Rider

RX Rider \$5.00 Co-Pay

If the employee opts to receive coverage under the BC/BS Plan in lieu of the present coverage as defined in Section 6.01, Paragraph (a) of this ARTICLE 6, the employee agrees to pay the difference in premium.

(c) If an employee after having served ten (10) continuous years service, becomes disabled resultant from Village connected employment and is qualified for Social Security Disability, he/she will be covered by the same medical insurance in accordance with the plan as provided for in Section 6.01 Para. (a) of this Article 6, fully paid by the employer until the employee attains the age of 62.

(d) Effective June 1, 1992, all new full time employees will be required to pay twenty-five (25) percent of the cost of Health Insurance premiums.

#### **Section 6.02 Dental Insurance**

Effective June 1, 1998, all new full-time employees will be required to pay twenty-five (25) percent of the cost of dental insurance.

#### **Section 6.03 Waiver of Medical Insurance**

(a) Employees who may obtain Health coverage through their spouse's policy may elect to opt out of the Village of Williamsville's plan and obtain coverage through their spouse's

plan. The Village will pay those employees an amount equal to five hundred (\$500.) dollars, to be paid at the close of the fiscal year.

(b) An employee desiring to waive this coverage will be required to sign the attached form Appendix "D", by May 1st of the preceding year for the succeeding fiscal year June 1st through May 31st of each and every year. Any employee who waives said coverage and then desires to reinstitute coverage will have to sign the Waiver of Cash Payment (Appendix "E") and submit same by May 31st to reinstitute coverage June 1st. Any employee who is in need of coverage after having waived same, due to death of a spouse or the termination of spouse's coverage, will be eligible to waive coverage and to reinstitute same pursuant to the adopted policy and procedure of the Medical Insurer.

#### Section 6.04 MEDICAL INSURANCE RE-OPENER

Both the Employer and the Union recognize the severe escalation of health care and medical insurance costs. If it becomes necessary, during the period of this Agreement, to change medical insurance providers or coverages, it will be done with the concurrence of both parties to this Agreement, and will be implemented per a written and signed Memorandum to become a part of this Labor Agreement.

## ARTICLE 7

### Section 7.01 Retirement

The Village of Williamsville will continue to provide the existing Retirement Plans, Tier I-75G, Tier II-75G, Section 60(b), Tier III, Article 14 and Tier IV, Article 15.

### Section 7.02 Death Benefits

In the event of the death of an employee, any accumulated vacation monies and up to three (3) personal leave days payment will be made payable to his/her estate.

## ARTICLE 8

### Section 8.01 Seniority

Seniority date shall mean and be the employee's first date of hire as a full-time employee or his/her date of rehire if his/her employment was interrupted for a period of time exceeding one (1) year.

Seniority shall continue to accrue as long as the Employer-Employee relationship exists. An employee loses seniority if he/she resigns, is discharged, retires, refuses recall to employment, or if his/her employment is interrupted for a period of time exceeding one (1) year.

In the event of a lay-off, the employee with the least seniority shall be laid off first, and recall shall be made in the inverse order of lay-off.

If an employee is laid-off due to a reduction in the work force, he/she shall be permitted to exercise his seniority rights, replacing an employee with less seniority, in the same or lower job classification, provided that said employee is qualified to perform the job. That said employee must exercise his/her bumping rights within ten (10) days after his/her notice of layoff.

#### Section 8.02 Probationary Employees

There shall be no seniority among probationary employees. New employees shall be considered probationary employees until they have been in the employ of the Board for twelve (12) months. At the end of that period, they shall acquire seniority from the date of hire. During the probationary period, the Union shall represent probationary employees. Provided, however, there is no right for the probationary employee to arbitrate his/her discharge, unless the Union contends the discharge is based on Union activity.

#### Section 8.03 Promotions and Filling of Vacancies

Whenever a job opening occurs in other than a temporary situation in any existing job or as the result of the development

or establishment of a new job, a notice of such opening shall be posted on the bulletin board stating that the job, rate of pay and the nature of the job requirements, in order to qualify. Such posting shall be for a period of not less than ten (10) work days.

During this period, employees who wish to apply for the open position including employees on a lay-off, may do so. The application shall be in writing and it shall be submitted to the employee's immediate supervisor.

The employer shall fill such job openings or vacancies from among those employees who have applied, who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selecting from among those qualified the employee with the greatest seniority.

A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the employer on the bulletin board within two (2) work days of the selection by the employer and be posted for a period of at least ten (10) work days.

Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum, of thirty (30) work days, but not to exceed sixty (60) work days. If it is found that such employee does not meet the requirements or

responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position at his former rate of pay.

#### Section 8.04 Competitive Civil Service Jobs

Whenever a job opening occurs and the job is of a competitive nature within the scope of the Civil Service Law, then the normal procedures provided by the Rules and Regulations of the Civil Service Law shall prevail. In the absence of an established Civil Service list of eligible applicants, the selection shall be made in accordance with the procedures set forth in Section 8.03 of this Agreement.

### ARTICLE 9

#### Section 9.01 Bulletin Board

The employer will provide a bulletin board for the use of the Union at the Department of Public Works garage.

### ARTICLE 10

#### Section 10.01 Access to Premises

The Board shall permit representatives of the International Union, the Union counsel and the local Union to enter the premises of the employer for the discussion of working conditions with employees provided that such representatives do not interfere with



the performance of the duties assigned to the employees. However, said Union representatives shall give the employer at least four (4) hours notice of such visit, except in the case of an emergency.

#### Section 10.02 Labor Management Committee

Conferences between representatives of the Employer and at least two (2) representatives of the Union in important matters which may include the discussion of procedures for avoiding future grievances and other methods of improving relationship between the Parties upon request of either Party; arrangements for such meeting shall be made in advance and shall be made at reasonable hours as mutually agreed upon by the Parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meeting fall within their regular work hours.

### ARTICLE 11

#### Section 11.01 Regular Hours of Work and Work Week

Eight (8) consecutive hours of work within the twenty-four (24) hour period commencing from an employee's regular starting time shall constitute the regular work day. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.

### Section 11.02 Work Shift

(a) Employees shall be scheduled to work on a regular shift from 7:00 a.m. to 3:30 p.m. Regular shifts may be changed by order of the Village Board when properly posted at least twelve (12) hours in advance.

(b) An employee reporting for work after shift commences shall be penalized 15 minutes.

### Section 11.03 On-Call Pay

(a) Two (2) employees who are on call during the Winter months for sanding will be paid for two (2) hours on-call pay per day for sanding and other duties as assigned.

(b) Employees working on-call will do so according to a schedule established at least two (2) weeks in advance. This schedule will only be changed in emergencies or by mutual consent. Employees working on-call assume the responsibility for being near a telephone at all times and ready to answer a summons to work.

## ARTICLE 12

### Section 12.01 Rest Period

Employees shall be permitted a twenty (20) minute rest period each day during the morning.

#### Section 12.02 Clean-Up Time

Employees shall be granted a five (5) minute personal clean-up time prior to the end of his work shift.

#### Section 12.03 Lunch Period

Employees shall be granted a thirty (30) minute lunch period per each eight (8) hour shift worked.

### ARTICLE 13

#### Section 13.01 Reporting For Work

(a) An employee who reports for work, in a condition to fulfill his duties shall be assigned to work; if work is not possible through no fault of the employee and he is excused, he shall be paid for four (4) hours at his regular rate. But no employee shall be sent home during his regular work shift if he is in a fit condition to work for the purpose of recalling said employee to work another shift which either begins at the end of his regular work shift or later. Employees shall report ready to begin his shift at the required starting time.

(b) The Parties agree to follow the USDOT, FHWA Drug and Alcohol Testing Regulations and the Village policy regarding the same.

### Section 13.02 Call Time

Any employee who is called for duty outside his regularly scheduled work shift shall be paid for a minimum of four (4) hours in accordance with the Fair Labor Standards Act.

### Section 13.03 Overtime

(a) Employees covered by this Agreement shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of 40 hours in a work week.

(b) For the purpose of computing overtime, all holiday hours for which an employee is compensated shall be regarded as hours worked.

(c) The Village shall make every attempt to distribute overtime as equally as practical on a rotating basis among employees that are qualified. An up-to-date list of rotation schedule shall be maintained by the superintendent and shall be posted weekly on the Bulletin Board to be reviewed by the employees. Employees who refuse to work overtime will be charged with having worked the shift for the overtime rotation purpose.

(d) Emergency conditions shall be deemed "IMPRACTICAL" under this clause. "Emergency" for purposes of this section are defined as being: "Where public safety and/or health is in jeopardy and an emergency is declared under the auspices of the Village Board of Trustees.

(e) Overtime hours worked to midnight of a pay period ending Saturday will be included in current pay period. All hours worked after midnight of a period ending Saturday would be included in the next pay period.

#### Section 13.04 Equipment Operators/Auto Mechanic

Employees required to work for at least four (4) hours or more as an equipment operator or Auto Mechanic shall be paid forty-five (\$.45) cents per hour above his hourly rate. If an employee works for four (4) hours or more, he is paid for the entire day's pay.

Equipment operators are employees who operate the highlift, backhoe, sweeper and roller. Equipment operators shall not be taken off their equipment if additional work for that equipment is to be done that work day. Operators may, though, be assigned to other tasks when the equipment is not in use.

### Section 13.05 Shift Differential

Employees who are called in on an emergency outside of their regular working hours shall receive forty-five (45¢) cents per hour in addition to their regular rate of pay.

## ARTICLE 14

### Section 14.01 Full Work Crews

Snow plows and snow-gos shall be operated in conformity with the laws of the State of New York; they shall be operated with a full crew, except in case of an emergency.

## ARTICLE 15

### Section 15.01 Sick Leave

(a) All full time employees shall be credited with one (1) day sick leave per month which may be accumulated to a maximum of one hundred sixty (160) days. All days in excess of one hundred sixty (160) days may be bought back by the employee at 50% the regular rate of pay.

(b) An employee may be required to produce a medical certificate attesting to his illness after three (3) consecutive days of illness or disability.

(c) An employee is required to notify his Supervisor prior to the commencement of his regular shift of his intent to utilize a sick day.

(d) An employee retiring from Village of Williamsville employ would be entitled to receive 50% of accumulated sick leave in payment at the then wage received at said time of retirement. Employee must notify the Village by December 31st of the year prior to the fiscal year that retirement is contemplated. This section is effective to employees retiring on June 1st 1988 or thereafter.

#### Section 15.02 Personal Leave

(a) All full time employees shall be entitled to three (3) personal leave days per year. Personal leave is non-cumulative and to be used for personal business that can only be conducted during the normal working hours. It may be used in one-half (1/2) units.

(b) Except in the case of an emergency, personal leave shall be granted upon the employee's written request to his Supervisor. Said request shall be made at least twenty-four (24) hours prior to the leave and should state the reason, date and anticipated time of absence. Personal leave will not be granted immediately following

a holiday or preceding a holiday. Except at the discretion of the Superintendent of Public Works, no more than two (2) employees may be granted personal leave on the same day.

#### Section 15.03 Bereavement Leave

(a) In the event of a death in the immediate family, the Superintendent of Public Works may grant an employee a paid leave of absence, not to exceed four (4) days. "Immediate Family" shall include spouse, child, brother, sister, father, mother, grandparents, father-in-law, mother-in-law, or any other relative who resides with the employee permanently and is actually a member of his household.

(b) A one (1) day leave may be granted to attend the funeral of an aunt or uncle.

#### Section 15.04 Jury Duty

All employees that are required to report for jury duty shall be paid their regular salary, but shall assign to the Board the jury fee paid to said employee, except those fees that are paid as reimbursement for actual expenses, such as mileage, meals, lodging and the like.



#### Section 15.05 Military Leave

Employees shall be granted military leave pursuant to Sections 242 and 243 of the Military Law of the State of New York.

#### Section 15.06 Unpaid Leaves of Absence

Employees may be granted a six (6) month leave of absence. The request must be submitted to the Board, in writing, and state the reason and length of time the leave requests. The Board will notify the employee of its decision within thirty (30) days after the request is made.

#### Section 15.07 Union Business

Employees elected to any Union office or designated by the Union to perform Union business which prevents the employee from performing his normal work with the employer shall be granted a leave of absence not to exceed six (6) months. This period may be renewed upon the request of the Union for similar six (6) month periods.

#### Section 15.08 Volunteer Fire Fighters

Volunteer Fire Fighters shall be allowed to answer Fire Calls and First Aide Calls during working hours when such action is practical and does not endanger or impair Village services or requipment. When calls are responded to, it is understood that the

Volunteer Fire Fighters shall be required to return to their work promptly.

## ARTICLE 16

### Section 16.01 Employment Opportunities

Employees shall be granted a leave of absence, without pay, from his regular job to enable said employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or other position of a higher class that required such conditions to be met, or where the employee is offered a job on a permanent transfer, except that said transfer must be with a Department or Agency of the Village of Williamsville and that said leave may not exceed six (6) months.

### Section 16.02 Examinations

Upon the request of an employee to the Superintendent of Public works, an employee shall be granted time off with pay to take open competitive and promotional examinations offered by the Civil Service System, if the examinations are for a job with a Department or Agency with the Village of Williamsville and that said request must be made at least ten (10) work days prior to the requested day off. No more than two (2) employees shall be permitted time off on the same day.

## ARTICLE 17

### Section 17.01 Absence Due to Worker's Compensation

If an employee is absent from work due to injury arising out of and in the course of his employment, and is receiving Worker's Compensation benefits, he shall receive his full wages and assign the Worker's Compensation benefits to the Village for credit to the sick leave accumulation.

When sick leave is exhausted, full payment shall cease and the employee will then receive his/her Worker's Compensation entitlement only.

That said assignment of Worker's Compensation benefits shall not include any lump sum settlement or scheduled loss that an employee may receive.

### Section 17.02 Disabled Employees

The Employer shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able and qualified (or can be trained to be qualified) to perform.

## ARTICLE 18

### Section 18.01 Vacations

All full time employees shall be granted vacations according to the following schedule:

After the first year	one week with pay
After the 2nd year and up to five years	two weeks with pay
After five years and up to ten years	three weeks with pay
After ten years and up to twenty years	four weeks with pay
After twenty years and over	five weeks with pay

(a) Requests for vacation shall be submitted on employers vacation request form at least thirty (30) days prior to requested start of vacation.

(b) No more than two (2) full time employees will be permitted off at any one time.

(c) Preference of vacation dates shall be granted on a seniority basis.

(d) If because of work conditions an employee is asked to re-schedule, or is denied his requested dates, the employee and supervisor will arrange a time mutually acceptable.

(e) No vacation will accumulate while an employee is absent without pay unless due to occupational injury or disease.

(f) Vacation will be taken during the fiscal year earned. However, in certain circumstances and upon request in writing made through the Superintendent of Public Works, and subject to the approval of the Village Board, the Village may opt to carry over or pay up to five (5) days of employee' earned vacation.

(g) Contractual holidays falling during an employee's vacation shall not be considered vacation and the employee shall be entitled to an additional day off with pay.

#### Section 18.02 - Worked Vacations

If an employee is required to work during this regularly scheduled vacation period, his vacation shall be re-scheduled at a time convenient to the Board and the employee.

#### Section 18.03 - Vacation Rights in Case of Separation

An employee who is retired or separated from the service of the employer for any reason other than just cause discharge, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

In the case of death of such employee, such payment shall be made to his/her estate.

## ARTICLE 19

### Section 19.01 Holidays

The following shall be recognized as paid holidays:

New Year's Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas
Good Friday	Columbus Day	Memorial Day
Veteran's Day	Martin Luther King's Birthday	

### Section 19.02 Eligibility

It is agreed that the employee, to be entitled to holiday pay, must have worked on his last scheduled work day immediately preceding the holiday and on his first scheduled work day immediately after the holiday; unless the employee is absent due to vacation or on disability arising from an injury during the course of his employment, or the employee's absence on either of those days was due to illness and the employee provides a doctor's certificate upon return to work.

### Section 19.03 - Observance of Holidays

If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.

#### Section 19.04 - Pay For Holidays Worked

All holidays worked will be paid at the rate of time and one-half (1-1/2) for hours worked, plus the holiday pay.

#### Section 19.05 - Holidays Worked

The Superintendent of Public Works may require an employee to work on any of the above holidays in order to perform municipal services.

#### Section 19.06 - Floating Holiday

All employees shall be entitled to one (1) floating holiday per year, which shall be selected by the employee and approved by the Superintendent of Public Works.

### ARTICLE 20

#### Section 20.01 Protective Clothing

(a) The Village agrees to provide one (1) each of the following in June of each year of the contract: one pair of gloves, one rain suit. Work rain wear and gloves may be requisitioned for exchange.

(b) Employees will receive a clothing maintenance allowance of two hundred fifty (\$250.00) dollars per annum and be responsible for replacing their own safety shoes.

(c) The Village will pay for one (1) eye examination and, in addition, will provide one (1) pair of Prescription Safety Glasses to those requiring same at a maximum cost of two hundred (\$200.00) dollars, no more than once per year at the time of change of Prescription.

## ARTICLE 21

### Section 21.01 Grievance Procedure

1. A grievance is the complaint or dispute of an employee or group of employees of an alleged violation of any of the terms and conditions of this agreement between the Board and the Union.

2. No alleged grievance shall be entertained and shall be deemed waived unless presented at the first available stage within ten (10) working days after the aggrieved party knew or should have known of the act and conditions on which the alleged grievance is based.

3. Any employee having a grievance will discuss it with his immediate supervisor, directly or through a representative of the Union, with the view of settling the grievance informally.



4. If the grievance is not resolved at Step #1, the dispute shall be submitted, in writing, to the Superintendent of Public Works who shall respond to it within five (5) working days.

5. If the grievance is still not resolved, it shall be submitted to the Mayor, who shall render his decision, in writing, within five (5) working days.

6. If the grievance still remains unresolved pursuant to para. #5, it shall be submitted to the Board at its next regularly scheduled meeting.

7. If the grievance is not resolved or settled at the next regularly scheduled Board meeting, either party may request that the grievance be submitted to binding arbitration. That said request must be made in writing within fifteen (15) working days after the Board rendered its decision.

#### Section 21.02 Arbitration

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party within ten (10) days and in writing.

The parties shall be bound by the rules and procedures of the Public Employment Relations Board.

The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Union.

#### Section 21.03 - Discrimination

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board against the aggrieved party or his Union representative or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

### ARTICLE 22

#### Section 22.01 STATUTORY PROVISION

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR; SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

## ARTICLE 23

### Section 23.01 Contract Negotiations

The Board will permit one and one-half (1-1/2) hours off with no loss of pay for two (2) members of the Local Contract Negotiating Team to participate in collective negotiations if such meetings are held during regular working hours.

### Section 23.02 Termination and Modification

This Agreement shall be effective as of the first (1st) day of June 1998 and shall remain in full force and effect until the thirty-first (31st) day of May 2003. It shall be automatically renewed from year to year thereafter and the Union shall notify the Employer in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred twenty (120) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which

shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS THEREOF, the parties hereto have set their hands  
this 11 day of May, 1998.

For AFSCME Local 1783-C,  
AFSCME N.Y. Council 66,  
(American Federation of State,  
County and Municipal Employees),  
AFL-CIO:

Robert A. Schick  
Robert A. Schick, President  
AFSCME Local 1783-C

For the Village of  
Williamsville, New York:

Basil J. Piazza  
Basil J. Piazza, Mayor

Roy E. Campbell  
Roy E. Campbell, Area Representative  
AFSCME N.Y. Council 66

**APPENDIX "A"**  
**6/1/98 - 5/31/99**

<b>GRADE</b>	<b>START</b>	<b>1ST STEP</b>	<b>2ND STEP</b>	<b>3RD STEP</b>	<b>4TH STEP</b>	<b>5TH STEP</b>
(1)	9.50	10.10	10.73	11.36	11.93	12.55
(2)	10.81	11.13	11.76	12.39	12.96	13.58
(3)	11.33	11.67	12.26	12.78	13.47	14.04
(4)	-----	-----	-----	-----	-----	14.36

**APPENDIX "B"**  
**6/1/99 - 5/31/00**

<b>GRADE</b>	<b>START</b>	<b>1ST STEP</b>	<b>2ND STEP</b>	<b>3RD STEP</b>	<b>4TH STEP</b>	<b>5TH STEP</b>
(1)	9.78	10.40	11.05	11.70	12.29	12.93
(2)	11.13	11.46	12.11	12.76	13.35	13.99
(3)	11.67	12.02	12.63	13.16	13.87	14.46
(4)	-----	-----	-----	-----	-----	14.79

**APPENDIX "C"**  
**6/1/00 - 5/31/01**

<b>GRADE</b>	<b>START</b>	<b>1ST STEP</b>	<b>2ND STEP</b>	<b>3RD STEP</b>	<b>4TH STEP</b>	<b>5TH STEP</b>
(1)	10.07	10.71	11.38	12.05	12.66	13.32
(2)	11.46	11.80	12.47	13.14	13.74	14.41
(3)	12.02	12.38	13.01	13.55	14.29	14.89
(4)	-----	-----	-----	-----	-----	15.23

**APPENDIX "D"**  
**6/1/01 - 5/31/02**

<b>GRADE</b>	<b>START</b>	<b>1ST STEP</b>	<b>2ND STEP</b>	<b>3RD STEP</b>	<b>4TH STEP</b>	<b>5TH STEP</b>
(1)	10.37	10.93	11.72	12.41	13.04	13.72
(2)	11.80	12.15	12.84	13.53	14.15	14.84
(3)	12.38	12.75	13.40	13.96	14.72	15.34
(4)	-----	-----	-----	-----	-----	15.73

**APPENDIX "E"**  
**6/1/02 - 5/31/03**

<b>GRADE</b>	<b>START</b>	<b>1ST STEP</b>	<b>2ND STEP</b>	<b>3RD STEP</b>	<b>4TH STEP</b>	<b>5TH STEP</b>
(1)	10.68	11.26	12.09	12.78	13.43	14.13
(2)	12.15	12.51	13.23	13.94	14.57	15.29
(3)	12.75	13.13	13.80	14.38	15.16	15.80
(4)	-----	-----	-----	-----	-----	16.20

<b><u>GRADE</u></b>	<b><u>TITLES</u></b>
1	Laborer
2	Motor Equipment Operator
3	Water & Sewer Maintenance Mechanic
4	Working Foreman

APPENDIX "F"

WAIVER OF MEDICAL INSURANCE BENEFITS

1) I, \_\_\_\_\_, hereby agree to waive my medical insurance coverage pursuant to the negotiated collective bargaining agreement between the D.P.W. and the Village of Williamsville with the understanding that I am no longer presently eligible for this coverage as long as this waiver remains in effect, and further, that I am entitled to receive a cash payment of five hundred (\$500.00) dollars, to be paid at the close of the Fiscal Year.

2) I realize that should I require coverage at a later date I can again reinstitute my coverage for a succeeding calendar year by waiving my cash payments pursuant to the contract by executing and submitting in a timely fashion (by May 1st of any year for the succeeding year) the form Appendix " ".

\_\_\_\_\_  
Date  
Employee's Signature

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_ before me, the subscriber, personally appeared \_\_\_\_\_ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged is or her signature before me.

\_\_\_\_\_  
Notary Public

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DEPARTMENT \_\_\_\_\_  
EMPLOYEE NUMBER \_\_\_\_\_

APPENDIX "G"

WAIVER OF CASH PAYMENT  
IN LIEU OF MEDICAL COVERAGE

1) I, \_\_\_\_\_, am an employee of the Village of Williamsville and within the American Federation of State, County and Municipal Employees, Local 1783-C, I am entitled to hospitalization coverage as the result of Village of Williamsville employment.

2) I have previously waived my coverage for medical insurance pursuant to contractual provisions and now find it necessary to reinstate coverage.

3) Therefore I hereby agree to waive my right to a cash payment of five hundred (\$500.00) dollars, as indicated in the collective bargaining agreement and direct the Village of Williamsville to reinstitute coverage at the first available eligible period of time, pursuant to the medical insurance company's policies and procedures.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_ before me, the subscriber, personally appeared \_\_\_\_\_ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged is or her signature before me.

\_\_\_\_\_  
Notary Public

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

EMPLOYEE NUMBER \_\_\_\_\_

MEDICAL INSURANCE ID NUMBER \_\_\_\_\_



